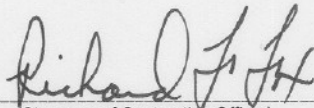


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE See Block #2		PAGE OF PAGES 1 of 6	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE FA8726		4. REQUISITION/PURCHASE REQ.NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY ESC/NIK CODE ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIEL COMMAND, USAF 5 EGLIN STREET, BLDG 1612 HANSCOM AFB, MA 01731-2100 ANN MARIE BASTEK (781) 377-7512 Ann.Bastek@hanscom.af.mil				7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. FA8709-04-R-0002	
				X		9B. DATED (SEE ITEM 11) 05 FEB 2004	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Sections I and K are changed as shown on page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print).				16A. NAME AND TITLE OF SIGNER (Type or print) RICHARD F. FOX			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		18 MAR 2004	

SECTION "I" IS CHANGED AS FOLLOWS:

AFMC 5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997)

(a) The Air Force has entered into contracts with

Dynamics Research Corporation
60 Frontage Road
Andover, MA 01810
POC: Joseph Magnone
Ph: (978) 475-9090 x1832

Man Tech C2 Systems (formerly ACS Defense, LLC)
5 Burlington Woods
Burlington, MA 01803
POC: Roger Goudreau
Ph: (781) 221-1542

ARINC, Incorporated
70 Westview Street
Lexington, MA 02173
POC: John Orr
Ph: (781) 860-4501

Tecolote Research, Incorporated
54 Middlesex Turnpike
Bedford, MA 01730
POC: Ronald Bowen
Ph: (781) 275-3014 x606

BTAS, Incorporated
3572 Dayton-Xenia Road
Suite 210
Beavercreek, OH 45432
POC: John Sotman
Ph: (937) 431-9431

MCR Federal, Incorporated
175 Middlesex Turnpike
Bedford, MA 01730
POC: Paul Marston
Ph: (781) 687-9000

MATCOM
420 Bedford Street
Suite 140
Lexington, MA 02420
POC: Steve Chimelski
Ph: (781) 861-8707

Odyssey Systems Consulting Group, Ltd
201 Edgewater Drive
Suite 270
Wakefield, MA 01880

SCHEDULE OF CHANGES

POC: Michael Sweat
Ph: (781) 245-0111

Titan Systems Corporation
700 Technology Park Drive
Billerica, MA 01821
POC: Bill Flanagan
Ph: (978) 663-6600

Oasis Systems, Inc.
34 Crosby Drive
Bedford, MA 01730
POC: Rosemary Koch
Ph: (781) 271-9444

for services to provide technical, evaluation, and acquisition management support.

(b) The National Security Agency (NSA) entered into contracts with

Booz Allen Hamilton
900 Elkridge Landing Road
Suite 100
Linthicum, MD 21090
POC: Robin Guthrie
Ph: (301) 543-4533

The Titan Corporation
7480 Candlewood Road
Hanover, MD 20701
POC: Kathleen Morris
Ph: (410) 694-4912

for services to provide technical, evaluation, and acquisition management support.

(c) The Space and Naval Warfare Systems Command entered into contracts with

Booz Allen Hamilton
1615 Murray Canyon Road
San Diego, CA 92108
POC: Scott Terry
Ph: (619) 725-6864

GRD
350 So. Main Street, Suite 207
Doylestown, PA 18901
POC: Tom Giocaponello
Ph: (215) 230-5581

Tele-Consultants, Inc.
5333 San Diego Mission Road # 110
San Diego, CA 92108
POC: Dan Brothers
Ph: (619) 688-5161

Scientific Research Corporation (SRC)
2300 Windy Ridge Parkway

SCHEDULE OF CHANGES

Suite 400 South
Atlanta, GA 30330
POC: Michael Gmitro
Ph: (843) 218-7208

INDUS Technology, Inc.
2243 San Diego Avenue
San Diego, CA 92110
POC: Kevin Lover
Ph: (858) 537-0553

Science Applications International Corporation (SAIC)
4015 Hancock Street
San Diego, CA 92110
POC: Raymond Moberly
Ph: (619) 533-8053

SFA
2727 Camino Del Rio South, Suite 104
San Diego, CA 92018
POC: Scott Miller
Ph: (619) 683-7449

Titan
2457 W. Aviation Avenue
N. Charleston, SC 29406-4934
POC: Dave Kalin
Ph: (843) 824-2227

Nathan Kunes Incorporated
155 Alameda Blvd
San Diego, CA 92118
POC: David Kunes
Ph: (619) 553-7134

Maxim Systems, Inc.
1455 Frazee Road, Suite 100
San Diego, CA 92109-4302
POC: Rodney George
Ph: (619) 574-2400

(d) Service tasks involved the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve:

1. Evaluate from a technical and financial standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.
2. Assure that the impact of new data, new developments, and modified requirements is properly assessed and exploited.

(e) In the performance of this contract, the Contractor agrees to cooperate with contractors listed under paragraph (a) through (c) above by: responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the Contractor's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to Contractor facilities utilized in the

performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel.

(f) The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (e) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

(g) Service Contractor personnel are not authorized to direct a Contractor in any manner.

(h) Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

(i) Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

SECTION "K" IS CHANGED AS FOLLOWS:

AFMC 5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998)

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm(s)

(1) The Air Force has entered into contracts with:

ManTech C2 Systems (formerly ACS Defense, LLC)
5 Burlington Woods
Burlington, MA 01803

Tecolote Research, Incorporated
54 Middlesex Turnpike
Bedford, MA 01730

MCR Federal, Incorporated
175 Middlesex Turnpike
Bedford, MA 01730

Odyssey Systems Consulting Group, Ltd
201 Edgewater Drive
Suite 270
Wakefield, MA 01880

for services to provide technical, evaluation and acquisition management support.

(2) The National Security Agency (NSA) entered into contracts with

Booz Allen Hamilton
900 Elkridge Landing Road
Suite 100
Linthicum, MD 20701

for services to provide technical, evaluation, and acquisition management support.

(3) The Space and Naval Warfare Systems Command entered into contracts with

Booz Allen Hamilton
1615 Murray Canyon Road
San Diego, CA 92108

Maxim Systems Inc.
1455 Frazee Road
Suite 100
San Diego, CA 92109-4302

TCI
5333 Mission Center Road, Suite 110
San Diego, CA 92108

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance; and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors.

(2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution: